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 20 *and the Proposed Class*

21  
**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

22 LEVELFIELDS, INC., individually  
 23 and on behalf of all others similarly  
 24 situated,

25 Plaintiffs,

26 vs.

27 REDDIT, INC., a California  
 28 Corporation,

Defendants.

Case No. 3:24-cv-02760-WHO

HON. WILLIAM H. ORRICK

**FIRST AMENDED CLASS ACTION  
 COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff LevelFields, Inc. (“LevelFields” or “Plaintiff”), individually and on behalf  
 2 of all others similarly situated, makes the following allegations based upon information  
 3 and belief, except as to those allegations specifically pertaining to Plaintiff and its counsel,  
 4 which are based on personal knowledge. Plaintiff brings this action for monetary damages  
 5 against defendant Reddit, Inc. (“Defendant” or “Reddit”), demanding a trial by jury.

6 **THE PARTIES**

7 1. Plaintiff LevelFields, Inc. (“LevelFields” or “Plaintiff”) is a Virginia  
 8 Corporation with its principal offices located at 1934 Old Gallows Road, Vienna, Virginia,  
 9 22182.

10 2. Reddit, Inc. (“Reddit”) is a California corporation with its principal place of  
 11 business at 548 Market Street, San Francisco, California 94104. Reddit is a social media  
 12 website. Reddit operates several websites, including “reddit.com” which allows users to  
 13 view and share links or text posts for others to see.

14 **JURISDICTION AND VENUE**

15 3. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(d)(2).  
 16 If a class is certified in this action, the amount in controversy will exceed \$5,000,000.00,  
 17 exclusive of interest and costs, and this is a class action in which at least one member of  
 18 the Class is a citizen of a state different from any defendant.

19 4. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action  
 20 because a substantial part of the events, omissions, and acts giving rise to the claims herein  
 21 occurred in this District: Defendants gain significant revenue and profits from doing  
 22 business in this District,

23 5. Class Members affected by the practices asserted herein reside in this District,  
 24 and Defendants employ numerous people in this District. Each Defendant has transacted  
 25 business, maintained substantial contacts, and/or committed overt acts in furtherance of the  
 26 illegal scheme and conspiracy throughout the United States, including in this District.  
 27 Defendants’ conduct had the intended and foreseeable effect of causing injury to persons  
 28 residing in this District.

## **FACTUAL ALLEGATIONS**

## A. Reddit's Advertising Policies

6. Reddit is a social news aggregation, content rating, and forum social network. It is a platform that allows users to share news stories, images, and videos, and engage in discussions with other users.

7. Reddit also permits Reddit's advertising customers to purchase advertising that links from Reddit's website to the customer's website.

8        8.     Reddit's advertising platform allows businesses to create and display ads on  
9 the platform. Reddit offers a range of ad formats, including banner ads, video ads, and  
10 sponsored posts. These ads can be targeted to specific subreddits (communities) or  
11 demographic groups, allowing businesses to reach the right audience for their products or  
12 services.

## B. Click-Through Fraud

14        9. “Click-through fraud” is the term the industry uses to describe clicks on a  
15 search advertisement with no intention of doing business with the advertiser and for some  
16 purpose other than that contemplated by the posted ad. It is not “fraud” as such is  
17 understood at common law nor under the pleading requirements of the federal rules; rather,  
18 it merely describes purposeful clicks on advertisements by someone other than a potential  
19 customer.

20        10. Click-through fraud perpetrators exploit the nature of pay-per-click  
21 advertising to increase the pay-per-click fees paid by competitors and boost the placement  
22 of their own advertisements. Many of these fraudulent clickers use software programs that  
23 automatically click on ads hundreds or thousands of times.

24        11. Click-through fraud can be prevented by tracking the use of a pay-per-click  
25 advertisement, including the identity and/or source of those clicking on the  
26 advertisement/link and the frequency of such activity. Such tracking can be  
27 accomplished by computer programs that count the number and timing of clicks  
28 originating from a single source and whether those clicks result in a sale.

1       12. Tracking fraudulent clicks at the source—that is, the website on which the  
 2 advertisement clicked on appears—is even more effective since websites that host  
 3 advertisements provide tracking data to Reddit with every click.

4       13. Reddit appears to be at least partially able to ascertain which “clicks”  
 5 constitute “invalid clicks” or “click-through fraud” insofar as it has provided a small  
 6 number of rebates to advertisers who have complained of being charged for “invalid  
 7 clicks.”

8       14. Reddit is in a unique position to track click-through fraud that originates  
 9 through its own advertising program since these advertisements are displayed on Reddit’s  
 10 platform.

### 11       C. Plaintiff’s Experience

12       15. On or about September 9, 2022, Plaintiff contracted with Reddit to authorize  
 13 Reddit to place its Ads on reddit.com. Plaintiff’s use of the Reddit Advertising Platform  
 14 and purchase of advertising on Reddit was governed by the Reddit Advertising Platform  
 15 Terms (the “Platform Terms”). A true and correct copy of the Platform Terms with an  
 16 effective date of January 19, 2018, is attached hereto **Exhibit A**.

17       16. Section 3 (Payments and Orders) of the Platform Terms provides, in the  
 18 pertinent part:

19           When you use the Platform to submit an Ad, you will tell us the  
 20 information required to initiate and target your campaign, which may  
 21 include the type of advertising you want to buy, the target audience,  
 22 the maximum amount you want to spend, the start and any end date of  
 23 your campaign, your objective, and your maximum bid, your daily  
 24 budget, and total budget. Once your Ad is approved, Reddit will serve  
 25 the Ad when inventory on the Platform becomes available that  
 26 matches the criteria associated with your Ad, including your bid.  
 27 When serving your Ad, Reddit will use reasonable means to ensure  
 28 that the Ad is delivered according to your criteria, but Reddit does not  
 guarantee in every instance that your Ad will reach users with your  
 selected criteria, reach the users that you intended when you selected  
 the criteria, and/or deliver any specific result. You will pay for your  
 use of the Platform after your Ad is delivered based on Reddit’s

1 calculation of amounts due and Reddit's measurement of the  
 2 applicable billing metrics, such as impressions, views or clicks.  
 3 Amounts due are exclusive of taxes.

4 You will not and will not authorize any third party to generate invalid  
 5 or fraudulent impressions, clicks, or other desired actions with respect  
 6 to the Platform or to use any unauthorized means to extract advertising  
 7 or performance-related data from the Platform. You acknowledge that  
 8 third parties may generate impressions, clicks, or other desired actions  
 9 with respect to your advertisements for prohibited or improper  
 10 purposes.

11 [Exhibit A, p. 2.]

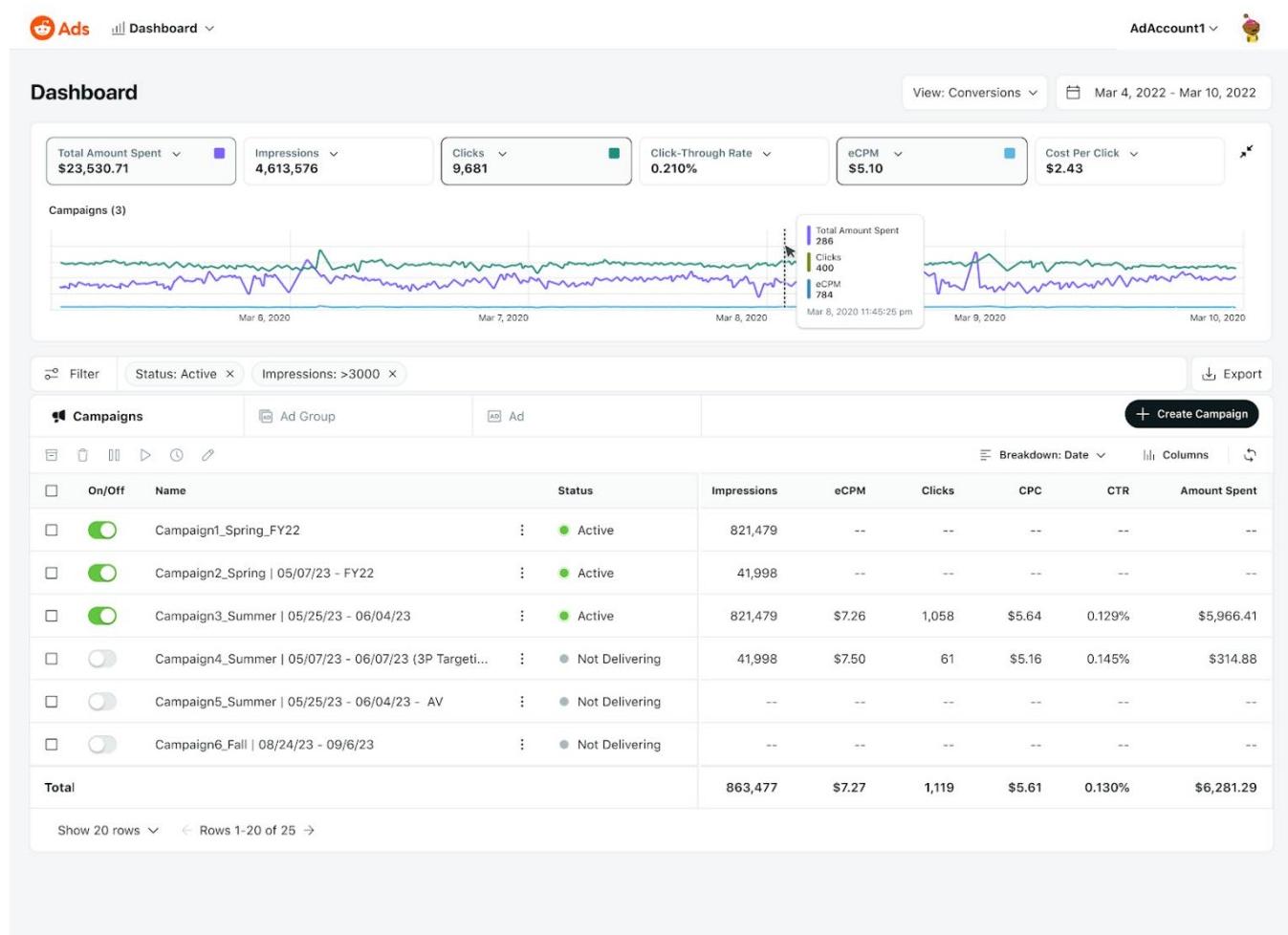
12 17. Reddit charges for ads served on its Ad Platform in two ways: on an  
 13 impression basis or on a click-through basis.

14 18. Ads paid for on an impression basis are those where the advertiser pays each  
 15 time their ad is displayed, regardless of whether a user interacts with it (clicks, hovers,  
 16 etc.). These are often called "Pay Per Impression" or "PPM" ads. With PPM ads, the  
 17 advertiser is essentially paying for the potential exposure their brand or product receives  
 18 from the ad being seen. Payment for these type of ads is triggered by the ad simply being  
 19 shown (i.e., making an "impression") on a webpage or app. The cost is typically calculated  
 20 per thousand impressions ("CPM"), so an advertiser might pay \$5 CPM, meaning they pay  
 21 \$5 for every 1,000 times their ad is displayed.

22 19. Ads paid on a click-through basis are those where the advertiser pays only  
 23 when a user actually clicks on the ad and is taken to the advertiser's website or landing  
 24 page. These are often called "Pay-Per-Click" or "PPC" ads. With PPC ads, the advertiser  
 25 is paying for the direct action of a user showing interest in their ad and being delivered to  
 26 the advertiser's website or landing page linked in the ad. Payment for these ads is triggered  
 27 when a user clicks on the ad, and it is delivered to the advertiser's website or landing page.  
 The cost for PPC ads is typically calculated per click ("CPC"), so an advertiser might pay  
 \$1 CPC, meaning they pay \$1 for every click their ad receives.

28 20. When customers log in to their Reddit Ad account, they are first presented

1 with “the Dashboard.” Reddit explains that the Dashboard is “where all your reporting  
 2 happens.” According to Reddit, the reporting on the Dashboard includes: “A customizable  
 3 graph that displays performance over time, with quick access to popular metrics [; and a]  
 4 customizable table that displays metrics for campaigns, ad groups, and ads.” The following  
 5 is an example of the Dashboard from Reddit’s website:



21. As shown in the image above, the dashboard provides the number of  
 22 impressions that the ads in each campaign received, the number of “clicks” on those ads,  
 23 the cost per click (CPC), the click-through rate (CTR), and the amount spent on the  
 24 campaign during the relevant period.

25  
 26. Click-through rate (CTR) is a metric used in online advertising to measure  
 27 how often people who see an ad end up clicking on it. It is calculated by dividing the  
 28 number of clicks that an ad receives by the number of times it's shown (impressions), and

1 then multiplying by 100 to express it as a percentage. For example, in the above screenshot,  
 2 “Campaign3\_Summer” had 1,058 clicks based on 821,479 impressions for a click-through  
 3 rate of 0.129% [1,058 ÷ 821,479 = 0.129%].

4       23. Plaintiff utilized the Reddit Ad Platform to advertise with click-through ads,  
 5 meaning Plaintiff would only pay if and when a user clicked its ads. Thus, Plaintiff  
 6 understood that an ad was “delivered” (meaning that Plaintiff would be charged for the ad)  
 7 only if a user clicked the ad and was taken to the landing page or comment linked in that  
 8 ad. Not only was this Plaintiff’s understanding. It was Reddit’s understanding as well.

9       24. On November 29, 2023, the Chief Executive Officer and co-founder  
 10 of Plaintiff, Andrew Einhorn, sent an email to his Reddit account manager, Lorenzo De  
 11 Sousa, asking in part: “Can you confirm the definition of a click?” Mr. Sousa responded  
 12 to this email on December 1, 2023, writing in relevant part:

13           Certainly! Below follows a definition of a click on Reddit;

14           We track total clicks on your headline area and on your image (if  
 15 you include one). We do not break out the clicks on individual  
 16 links within your text based post.

17           Regarding the Reddit Ads Dashboard, we define clicks as  
 18 follows:

19           For link post ads with outbound links, ***any click that takes a user***  
 20 ***to your landing page is tracked as a click.***

21           For text post ads, any click ***that takes a user to your post’s***  
 22 ***comments page is tracked as a click.*** However, any clicks on  
 23 Comments are not tracked as clicks.

24 (Emphasis added.)

25       25. The above email exchange was part of a more extensive email exchange  
 26 between Mr. Einhorn and representatives of Reddit regarding Plaintiff’s discovery on or  
 27 about the fall of 2023, that Plaintiff was being charged for “clicks” that did not  
 28 correspond to traffic on Plaintiff’s servers. The fact that these numbers did not

1 correspond strongly suggested that Plaintiff was being charged for clicks that Reddit did  
 2 not *deliver* to users. This is because every time a user clicks on an ad hosted by Reddit,  
 3 the user is immediately directed to Plaintiff's website linked in that ad, for any given time  
 4 period, the number of clicks registered by Reddit on those ads should be identical (or  
 5 nearly so) to the number users whose browsers request that they be served with Plaintiff's  
 6 website linked in the add (i.e., the traffic received by Plaintiff from the ads).

7       26. Plaintiff raised the issue of being charged for clicks that did not correspond to  
 8 traffic on the pages to which those clicks pointed numerous times with Reddit  
 9 representatives. For example, on November 22, 2023, Mr. Einhorn wrote in part:

10           ***My tech team flagged some anomalies in your numbers that do  
                  not align with our reporting, putting in doubt that the ads were  
                  delivered at the rate claimed. We need to verify this as it could  
                  mean all previous reporting was also inaccurate.***

11           In order to determine if the billing was accurate, ***we need an  
                  output of when the ads ran and when the clicks occurred so we  
                  can match the information with our reporting.*** As you know,  
 12 we showed a substantial decrease in traffic over this period of  
 13 time. I thought it was our ads but given what we've initially seen,  
 14 the thinking is that your reporting and thus your billing may be  
 15 inaccurate.

16           We need to conduct an audit to ensure we were not overcharged.  
 17 As you can imagine, this would be quite disturbing. Given issues  
 18 with inaccuracy and misinformation from the account managers  
 19 previously, we cannot leave anything to blind faith in the billing.

20           Our tech team has been busy managing the application but will  
 21 make an assessment once we have your export.

22           (Emphasis added.)

23       27. Reddit provided Plaintiff with a log of clicks but without any corresponding  
 24 IP addresses, stating that it could not provide IP addresses. Reddit's representation that it  
 25 did not have IP addresses for the clicks it charged is either false (because it does have the  
 26 IP addresses and is unwilling to provide them because it will show that it charged for clicks

1 that Reddit did not deliver) or, if true, demonstrates that Reddit is not expending even the  
 2 most minimal effort – never mind “use reasonable means” – to ensure it is providing what  
 3 it promised and charged for (since, for example, without IP addresses it is impossible to  
 4 eliminate duplicative clicks or eliminate clicks from known scammers).

### **CLASS ALLEGATIONS**

5       28. Plaintiff brings this action on behalf of itself and as representative of all  
 6 others who are similarly situated. Plaintiff brings this action on behalf of himself and as  
 7 representatives of all others similarly situated. Pursuant to Rules 23(a), (b)(2), and/or  
 8 (b)(3) of the Federal Rules of Civil Procedure, Plaintiff seeks certification of the  
 9 following class initially defined as follows:

10                     *All persons residing in the United States who, from  
                    May 8, 2020 until the date that notice of this class  
                    action is disseminated to the class, paid Reddit for  
                    Ads (the “Class”).*

11       29. Excluded from each of the above classes are Defendants, including any entity  
 12 in which Defendants have a controlling interest, are a parent or subsidiary, or which are  
 13 controlled by Defendants, as well as the officers, directors, affiliates, legal representatives,  
 14 predecessors, successors, and assigns of Defendants. Also excluded are the judges and  
 15 court personnel in this case and any members of their immediate families.

16       30. Plaintiff reserves the right to amend or modify the above class definitions with  
 17 greater specificity or division into subclasses after having had an opportunity to conduct  
 18 discovery.

19       31. This action has been brought and may be properly maintained on behalf of  
 20 the Class proposed herein under Rule 23 of the Federal Rules of Civil Procedure.

21       32. Numerosity. Fed. R. Civ. P. 23(a)(1). The members the Class are so  
 22 numerous that joinder of all members is impractical. Plaintiff is informed and believes that  
 23 there are thousands of members of each of the classes. The precise number of class  
 24 members can be ascertained from Defendants’ records.

1       33. Commonality and Predominance. Fed. R. Civ. P. 23(a)(2) and (b)(3). There  
 2 are questions of law and fact common to each class, which predominate over any questions  
 3 affecting individual members of each respective class. These common questions of law  
 4 and fact include, without limitation:

- 5           a. Whether Defendants entered into contracts with Plaintiff and members of the  
             Class;
- 6           b. The construction of the agreement between Defendants on the one hand and  
             Plaintiff and members of the Class on the other;
- 7           c. Whether Defendants breached their agreements with Plaintiff and the Class;  
             and
- 8           d. Whether Plaintiff and the members of the Class have been damaged by the  
             wrongs complained of herein, and if so, the measure of those damages and the  
             nature and extent of other relief that should be afforded.

14       34. Typicality. Fed. R. Civ. P. 23 (a)(3). Plaintiff's claims are typical of the  
 15 claims of the Class they seek to represent. Plaintiff and all Class members were exposed  
 16 to uniform practices and sustained injuries arising out of and caused by Defendants'  
 17 conduct.

18       35. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff is committed  
 19 to the vigorous prosecution of this action and has retained competent counsel experienced  
 20 in the prosecution of class actions. Accordingly, Plaintiff is an adequate representative and  
 21 will fairly and adequately protect the interests of the Class.

22       36. Superiority. Fed. R. Civ. P. 23(b)(3). A class action is superior to other  
 23 available methods for the fair and efficient adjudication of this controversy. Since the  
 24 amount of each individual Class member's claim is small relative to the complexity of the  
 25 litigation, and due to the financial resources of Defendants, no Class member could afford  
 26 to seek legal redress individually for the claims alleged herein. Therefore, absent a class  
 27 action, Class members will continue to suffer losses and Defendants' misconduct will  
 28 proceed without remedy. Even if Class members themselves could afford such individual

1 litigation, the court system could not. Given the complex legal and factual issues involved,  
 2 individualized litigation would significantly increase the delay and expense to all parties  
 3 and to the Court. Individualized litigation would also create the potential for inconsistent  
 4 or contradictory rulings. By contrast, a class action presents far fewer management  
 5 difficulties, allows claims to be heard that might otherwise go unheard because of the  
 6 relative expense of bringing individual lawsuits, and provides the benefits of adjudication,  
 7 economies of scale, and comprehensive supervision by a single court. Finally, Plaintiff  
 8 knows of no difficulty that will be encountered in the management of this litigation which  
 9 would preclude its maintenance as a class action.

10 **FIRST CLAIM FOR RELIEF**

11 **Breach of Contract**

12 **(By Plaintiff And Class Members Against Defendants)**

13 37. Plaintiff realleges and incorporates by reference the allegations contained in  
 14 paragraphs 1 through 36, inclusive, of this Complaint, as though fully set forth herein and,  
 15 to the extent necessary, pleads this cause of action in the alternative.

16 38. Plaintiff brings this claim individually and on behalf of the members of the  
 17 Class against Defendants under California law, or, alternatively, under the laws of the all  
 18 states, as there is no material difference in the law of breach of contract as applied to the  
 19 claims and questions in this case.

20 39. Plaintiff and members of the Class agreed to pay and Reddit agreed to charge  
 21 for ads on Reddit's Ad Platform on a per-click basis, meaning that Reddit would only  
 22 charge for the delivery of the ad when a user clicked the ad and was taken to the  
 23 corresponding landing page or comment linked in that ad.

24 40. Plaintiff and the members of the Class fully performed and satisfied their  
 25 obligations under the contracts with Reddit.

26 41. Reddit breached its contracts with Plaintiff and the Class by charging for  
 27 clicks on pay-per-clicks ads that either did not occur, were not initiated by a user or did  
 28 not result in a user being taken to the corresponding landing page or comment linked in

1 | that ad.

2       42. Additionally and alternatively, Reddit breached its contracts with Plaintiff and  
3 the Class by failing to use reasonable means to ensure that the clicks on ads paid for by  
4 Plaintiff and Class members were delivered according to the advertiser's criteria.

5       43. As a direct and proximate result of Reddit's breach of contract, Plaintiff and  
6 the Class have been damaged in an amount to be determined at trial.

7 WHEREFORE, Plaintiff and the Class pray judgment against Defendant as hereafter  
8 set forth.

## **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,  
11 respectfully requests that the Court enter judgment against Defendants, as follows:

12       1. An order certifying appropriate classes and/or subclasses, designating  
13 Plaintiff as the class representative and its counsel as class counsel;

14       2. An order enjoining Defendants from continuing to engage in the practices  
15 complained of herein;

16       3. An award of restitution, damages, and disgorgement to Plaintiff and the Class  
17 in an amount to be determined at trial;

18       4. An order requiring Defendants to pay both pre- and post-judgment interest on  
19 any amounts awarded, as allowed by law;

20        5. An award of costs and attorneys' fees, as allowed by law; and  
21        6. Such other or further relief as may be appropriate.

22 | DATED: September 16, 2024

HAFFNER LAW PC

By: /s/ Alfredo Torrijos  
Joshua H. Haffner  
Alfredo Torrijos  
Trevor Weinberg

*Counsel for Plaintiff Levelfields, Inc.*

## **DEMAND FOR JURY TRIAL**

Plaintiff, individually and on behalf of all others similarly situated, hereby demands a trial by jury of any and all issues in this action so triable of right.

DATED: September 16, 2024

## HAFFNER LAW PC

By: /s/ Alfredo Torrijos  
Joshua H. Haffner  
Alfredo Torrijos  
Trevor Weinberg

*Counsel for Plaintiff Levelfields, Inc.*

**EXHIBIT A**

# Terms & Conditions: Ads Platform

Review the terms of our binding advertising platform contract.

**Effective Date: January 19, 2018**

**Last Revised: August 26, 2020**

These Reddit Advertising Platform Terms (the “**Platform Terms**”) govern the access and use by you of the Reddit Advertising Platform (the “**Platform**”) that Reddit makes available to you to place ads on the Platform. If you have entered into a separate agreement in the form of an advertising insertion order (“**IO**”) with Reddit, the IO governs with respect to that subject matter covered by the IO, but these Platform Terms (including the [User Agreement](#), [Reddit Advertising Policy](#), [Privacy Policy](#), [Content Policy](#), and the Supplemental Ads Product Terms (collectively, the “**Reddit Terms and Policies**”), govern with respect to any additional subject matter. If you have not executed an IO with Reddit, these Platform Terms govern with respect to all use of Reddit’s advertising services. Please read these Platform Terms carefully as such access to the Platform constitutes your agreement to be bound by these Platform Terms, which establishes a contractual relationship between you and Reddit.

## 1. The Platform

The Platform is intended to provide a means for you and/or any advertiser on whose behalf you use the Platform (“**Advertiser**”) to promote products and services by buying certain ad units offered by Reddit (“**Ads**”). If you are accepting these Platform Terms on behalf of another legal entity, including a business or other entity, you represent that you have the full legal authority to bind such entity to these Platform Terms. As an Advertiser, it is solely your responsibility to ensure that each of your Ads and their Ad materials complies with all applicable laws and regulations, the Reddit Terms and Policies, and any applicable supplemental terms or other written instructions provided to you by Reddit.

By submitting Ads to the Platform, you authorize Reddit to place your Ads, Ad materials, and related approved technology on any property provided by Reddit, including without limitation, reddit.com, the Reddit mobile applications and any media and/or technology now known or hereafter devised. Reddit may make certain tools available to you to assist in your development of Ad materials or in your trafficking or targeting decisions including without limitation, the Reddit pixel or other measurement tools, Reddit Custom Audiences, third party audiences, and/or the Reddit Ads API (“**Supplemental Ads Products**”); however, even if you choose to utilize these Supplemental Ads Products, you remain solely responsible for any trafficking or targeting decisions, for destinations or landing pages related to your Ads, and for the advertised products and services themselves. You will not use the Platform to disseminate malware, spyware, or other malicious code, or otherwise violate any Reddit Policy, including without limitation using any trafficking decisions and/or targeting in any discriminatory manner.

To ensure consistency with the requirements of the Platform, Reddit may make certain formatting changes to your Ads, including, but not limited to, changes to size, placement, and positioning. You further acknowledge and agree that Reddit can use your Ads and related content for Reddit’s own marketing or promotional purposes. In its sole discretion, Reddit may reject, modify, or remove a specific advertisement, campaign, or target at any time.

## 2. Account and Account Access

You may be required to create and maintain a Reddit user account in order to sign up to order Ads on the Platform as an Advertiser. You may authorize individuals to access and use your Ads account. You are responsible for setting up, managing and revoking the access levels for your Ads account. You are responsible for all activity that occurs in your Ads accounts, including the actions of each individual with access to your Ads accounts. Any individual who may be granted access to an Ads account must comply with these Ads Platform Terms when using such Ads account.

## 3. Payments and Orders

In order to use the Platform, you will need to submit your credit card information to Reddit’s payment processor in order to process payments or you will need to apply for a credit line. You are responsible for reviewing all applicable terms presented by the payments processor before submitting your information to them.

If you choose to pay for your campaign by credit card, certain information (including without limitation, images of your government issued ID, date of birth, address, email address, and/or phone number), may be required in order to verify your identity, provide the payment services to you and to comply with applicable law. You agree to provide such information to Reddit and/or to any service providers or sub-processors at Reddit’s request for such purpose as may be required for such authentication.

If you pay by credit card, you authorize Reddit to charge the credit card for any amounts and fees you incur in connection with your use of the Platform. You are responsible for ensuring that your credit card is up-to-date. Subject to applicable law, you authorize Reddit to (i) retain your credit card information as long as necessary to meet all of your payment obligations to us or until such time you revoke authorization, whichever is later, and (ii) to share your credit card and related payment information with Reddit’s service providers, such as payment processors and/or credit agencies as reasonably

**Exhibit A, p. 1**

necessary for Reddit to accept credit card payments such as for payment, verifying credit and/or fraud detection. If Reddit does not receive payment from your payment card issuer, their agents, or from your alternative payment method, you remain obligated to pay Reddit for any orders delivered, and agree to pay all amounts due upon request from Reddit or its agents. You agree to pay any sales, value added or similar taxes that are required to be collected under applicable law. Late payments bear interest at the lesser of 1.5% per month or the highest rate permitted by law.

Reddit may offer a credit line to select Advertisers who have completed a credit review application and agreed to applicable terms. If you have a credit line in good standing with Reddit, you will be invoiced monthly for Ads run in the previous month and payment shall be due within 30 days of receipt of the invoice. Reddit is not obligated to deliver any ads in excess of your credit limit. Any extension of the approved credit line shall be at Reddit's sole discretion and may be subject to an additional credit review. Further, Reddit may decrease a credit line at its sole discretion.

When you use the Platform to submit an Ad, you will tell us the information required to initiate and target your campaign, which may include the type of advertising you want to buy, the target audience, the maximum amount you want to spend, the start and any end date of your campaign, your objective, and your maximum bid, your daily budget, and total budget. Once your Ad is approved, Reddit will serve the Ad when inventory on the Platform becomes available that matches the criteria associated with your Ad, including your bid. When serving your Ad, Reddit will use reasonable means to ensure that the Ad is delivered according to your criteria, but Reddit does not guarantee in every instance that your Ad will reach users with your selected criteria, reach the users that you intended when you selected the criteria, and/or deliver any specific result. You will pay for your use of the Platform after your Ad is delivered based on Reddit's calculation of amounts due and Reddit's measurement of the applicable billing metrics, such as impressions, views or clicks. Amounts due are exclusive of taxes.

You will not and will not authorize any third party to generate invalid or fraudulent impressions, clicks, or other desired actions with respect to the Platform or to use any unauthorized means to extract advertising or performance-related data from the Platform. You acknowledge that third parties may generate impressions, clicks, or other desired actions with respect to your advertisements for prohibited or improper purposes. Your sole remedy for any prohibited or improper third-party conduct with respect to the Platform is to make a claim for advertising credit within 45 days of the applicable invoice date (the "**Claim Period**").

Reddit's Ad Server shall be the controlling measurement by which your campaign is billed.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ALL CLAIMS RELATED TO PAYMENTS OR CHARGES UNLESS THE CLAIM IS MADE WITHIN THE CLAIM PERIOD. ANY CREDITS WILL BE ISSUED IN REDDIT'S SOLE, BUT REASONABLE, DISCRETION.

#### **4. Editorial Adjacencies**

The parties acknowledge that Reddit consists of sites called subreddits that primarily contain user generated content. As such, Reddit makes no commitments regarding editorial adjacency, content adjacency, or competitive separation.

#### **5. Modification or Cancellation of Campaign**

Any cancellation or modification by you of a campaign must be done through your online account if it is an available feature, by written notice to your account representative at Reddit (if applicable), or by email through <https://redditinc.force.com/helpcenter/s/contactsupport>. While you may request a cancellation or modification of your campaign at any time, there may be some period of time between your sending of a request and when your advertising campaign is actually cancelled or modified with respect to the Platform. You will be responsible for any payment obligations that accrue during this period at the unmodified rate.

For auction campaigns, if an account representative at Reddit is working with you on your campaign, you authorize that representative to make modifications to your campaign on your behalf through the Platform. All modifications will be visible to you within your Ads account. Your continued participation in the campaign after such modifications are made, will constitute your acceptance of such modifications.

In its sole discretion, Reddit may reject, modify, or remove a specific advertisement, campaign, or target at any time.

#### **6. Representations and Warranties**

You represent and warrant that (i) you have full power and authority to accept these Platform Terms and any agreements incorporated or referred to herein; (ii) you have and hereby grant to Reddit and its affiliates all the necessary licenses and clearances to use the content contained in your advertisements and advertising materials as specified in your order and subject to these Platform Terms; (iii) you are in compliance with all federal, state, and local laws, ordinances, regulations, and codes and Reddit Policies which are applicable to your performance of these Platform Terms and proposed use of the Platform; and (iv) all factual information provided by you is true and accurate in all material respects.

If you are acting as an agent for an Advertiser or another entity, you represent and warrant that you have the authority as the Advertiser's or entity's agent to bind such party to these Platform Terms and to the terms of each order, and that all of your actions related to these Platform Terms and each order will be within the scope of such agency.

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## 7. Make-Goods

As Reddit cannot ensure delivery of specific advertising content on the Platform, guaranteed delivery, even delivery, and make-goods are not available.

## 8. Beta Testing

From time to time, Reddit may test certain Supplemental Ads Products (“**Beta Products**”) that you may opt-in to use during a test period (“**Beta Period**”). If you agree to participate, you understand that in addition to any disclaimers in these Terms, the Beta Product is provided “AS IS” and “AS AVAILABLE”. Reddit may change, withdraw, or terminate your use of the Beta Product, or discontinue the Beta Product (or any feature) at any time at our sole discretion. You will use commercially reasonable efforts to provide feedback, suggestions, comments or ideas and report issues or problems related to your use of the Beta Product (collectively, “**Feedback**”) to your account representative in a timely basis. For the avoidance of doubt, any Feedback you provide to Reddit shall be deemed to be non-confidential to Reddit, and Reddit shall be free to use such information on an unrestricted basis, without compensation to you. You further understand that your use of a Beta Product may be subject to product specific Supplemental Ads Product Terms and your continued use of the Beta Product indicates your acceptance of the Supplemental Ads Product Terms.

## 9. Disclaimers

ALL ASPECTS OF THE PLATFORM AND ITS PERFORMANCE ARE PROVIDED “AS IS,” AS AVAILABLE, AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER REDDIT, NOR ITS AFFILIATES, OR ITS PARTNERS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NONE OF REDDIT, ITS AFFILIATES OR PARTNERS MAKE ANY GUARANTEE IN CONNECTION WITH THE PLATFORM, OR RESULTS OBTAINED THEREFROM.

## 10. Limitation of Liability

EXCEPT FOR OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), A BREACH OF SECTION 6 (REPRESENTATIONS AND WARRANTIES), OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE, INCURRED BY ANOTHER PARTY ARISING OUT OF AN ORDER, THE USE OF THE PLATFORM, OR THESE TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN YOUR PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER REDDIT NOR ITS AFFILIATES MAY BE HELD LIABLE IN THE AGGREGATE UNDER THESE TERMS FOR MORE THAN THE AMOUNT PAID BY YOU TO REDDIT UNDER THESE TERMS DURING THE 45 DAYS BEFORE THE EVENT GIVING RISE TO LIABILITY.

THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY STATED IN THESE ADVERTISER MEASUREMENT PROGRAM TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## 11. Indemnification

Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our directors, officers, employees, affiliates, agents, contractors, third-party service providers, and licensors (the “**Reddit Entities**”) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Platform, including your content, subject matter or targeting of any Ad, or use of any Reddit Business Tools, (b) your alleged violation of these Terms, (c) your alleged violation of any Reddit Policies, (d) your violation of applicable laws or regulations, or (e) your Ads materials. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

## 12. Miscellaneous

Except as otherwise provided herein, including as to cancellation of active campaigns, either Party may terminate these Terms at any time upon notice to the other party, but continued or subsequent use of the Platform by you will be subject to the then-current version of these Terms in each instance. Sections 3, 9, 10, 11, 12, and 13, and 14 will survive any termination of these Terms. All claims arising out of or relating to these Terms will be governed by California law, excluding its conflict-of-laws rules, and will be litigated exclusively in the federal or state courts of San Francisco, California. You and Reddit consent to personal jurisdiction and exclusive venue in those courts. Neither party will be treated as having waived any rights by not exercising--or delaying the exercise of--rights under these Terms. If a portion of these Terms is invalid, illegal or unenforceable, the rest of the Terms will remain in effect. Unless they expressly so state, these Terms do not confer any benefits on any third party. These Terms set out all terms agreed between the parties and supersedes all other agreements or understandings between the parties relating to its subject matter, including previous versions of the Terms. If there

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is a conflict among the documents that make up these Terms, the documents will control in the following order: these Terms and the terms of any other document referenced in these Terms. All notices must be in writing and will be effective upon receipt. You agree to receive legal notices at the email address you provided when registering to use the Platform. Notices being sent to Reddit must be emailed

to [legal@reddit.com](mailto:legal@reddit.com) and <https://redditinc.force.com/helpcenter/s/contactsupport>. These Terms do not create any agency, partnership or joint venture among the parties. Except as required by law, no party may make any public statement regarding the relationship contemplated by these Terms, without prior written approval of the other party. You may not assign any part of these Terms without our written consent. Any other attempt to assign is void. If you submit feedback or suggestions to us about our Platform, we may use your feedback or suggestions on an unrestricted basis and without compensation to you.

### **13. Changes to These Terms**

Reddit may change or update these Terms from time to time in its sole discretion. If we do, we will let you know by revising the effective date at the top of the Terms. We encourage you to review the Terms whenever you access or use the self-serve interface. If you continue to use our Platform after changes to the Terms go into effect, you consent to being bound by the revised Terms. Except for modifications to these Terms by Reddit under this Section 13, any amendment to these Terms must be agreed to in writing by both parties and expressly state that it is amending these Terms.

### **14. Supplemental Ads Product Terms**

Other Ads products and/or services including the Supplemental Ads Products that you elect to use may also be governed by Supplemental Ads Product terms, which will be made available to you when you elect to use those specific products, services, and/or features. Any Supplemental Ads Product terms are incorporated by reference into these Terms when you use the associated product, service and/or feature. Any applicable Supplemental Ads Product terms will govern with respect to your use of such Supplemental Ads Product and any conflict or inconsistency that may exist with these Terms.

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